The Department of Defense Elementary and Secondary Schools (DDESS) is issuing this Request for Quote to solicit vendors for the purpose of entering into a Delivery Order.

Offerors are responsible for downloading the solicitation, any supporting documents, and any applicable amendments posted on DDESS Business Opportunities. http://www.dodea.edu/americas/officesam/amprocurement/ambusops.cfm

Amendments may be posted until the solicitation close date.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Teacher for Visually Impaired	432	Sessions		
	Provide Teacher for the Visually Impaired (TVI) Services in accordance with the Performance Work Statement. Estimated 12 sessions for 36 weeks. Base Year: 17 Sept 2013 through 31 July 2014				
				NOT TO EXCEED	
FOB: Destination			NET AMOUNT		
PURCHASE REQUEST NUMBER: HA603313RCPB009					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0002	Teacher for Orientation & Mobility	360	Sessions		
	Provide Teacher for Orientation & Mobility (O&M) Services in accordance with the Performance Work Statement. Estimated 10 sessions for 36 weeks. Option Year One: 17 Sept 2014 through 31 July 2015				
				NOT TO EXCEED	
FOB: Destination			NET AMOUNT		
PURCHASE REQUEST NUMBER: HA603313RCPB009					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Teacher for Visually Impaired	432	Sessions		
	Provide Teacher for the Visually Impaired (TVI) Services in accordance with the Performance Work Statement. Estimated 12 sessions for 36 weeks. Option Year Two: 17 Sept 2015 through 31 July 2016				
				NOT TO EXCEED	
FOB: Destination			NET AMOUNT		
PURCHASE REQUEST NUMBER: HA603313RCPB009					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1002	Teacher for Orientation & Mobility	360	Sessions		
	Provide Teacher for Orientation & Mobility (O&M) Services in accordance with the Performance Work Statement. Estimated 10 sessions for 36 weeks. Base Year: 17 Sept 2013 through 31 July 2014				
				NOT TO EXCEED	
FOB: Destination			NET AMOUNT		
PURCHASE REQUEST NUMBER: HA603313RCPB009					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Teacher for Visually Impaired	432	Sessions		
	Provide Teacher for the Visually Impaired (TVI) Services in accordance with the Performance Work Statement. Estimated 12 sessions for 36 weeks. Base Year: 17 Sept 2013 through 31 July 2014				
				NOT TO EXCEED	
FOB: Destination			NET AMOUNT		
PURCHASE REQUEST NUMBER: HA603313RCPB009					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
2002	Teacher for Orientation & Mobility	360	Sessions		
	Provide Teacher for Orientation & Mobility (O&M) Services in accordance with the Performance Work Statement. Estimated 10 sessions for 36 weeks. Base Year: 17 Sept 2013 through 31 July 2014				
				NOT TO EXCEED	
FOB: Destination			NET AMOUNT		
PURCHASE REQUEST NUMBER: HA603313RCPB009					

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-36	Affirmative Action for Workers with Disabilities	OCT 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Encouraging Contractor Policy to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	JUL 2013

52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirements to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7004	Alternate A, System for Award Management	SEP 2007
252.225-7036 I	Buy American - Free Trade Agreements - Balance of Payments Program - Alternate I	JUL 2009
252.232-7010	Levies on Contract Payment	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 ADDENDUM – INSTRUCTIONS TO OFFERORS - - COMMERCIAL ITEMS (DEC 2006)

(b)(2) All offers shall be received NLT September 16, 2013, 10:00 AM (Eastern) by the office shown below. E-mail offers will be accepted as follows:

(i) The size of e-mail offers with or without attachments cannot exceed 5mb. The Government's server will reject any e-mail size greater than 5mb.

(ii) Due to the potential of Government server fire walls blocking submission of e-mail offers, the Government recommends offerors activate the "delivery receipt" option. Offerors should assume the e-mail offer was undeliverable if a delivery receipt is not received.

(iii) Offers shall be submitted to:
DDESS Procurement Office
ATTN: Sandra Floyd
700 Westpark Drive
Peachtree City, GA 30269
EMAIL: sandra.floyd@am.dodea.edu

(b)(4) Technical Proposal: Provide a written narrative or resume that describes your technical qualifications and addresses your ability to meet the requirements set forth in the Performance Work Statement (PWS). Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding or cost consciousness. The proposal shall contain all the pertinent information necessary to permit evaluation of the proposal.

(b)(6) Price Quote: Provide your session rate for the required services where a **session is equivalent to one hour**. The session rate must include all proposed costs. The price quotes will be evaluated to ensure price reasonableness for the services being provided to the Government. The Government will perform price analysis in accordance with FAR Part 12.209 to ensure that contract terms, conditions, and prices are commensurate with the Government's needs.

(b)(10) Past Performance: Offerors shall submit with the proposal a list of all current and completed contracts for Vision Impaired Services similar in scope and complexity. The list shall contain the following information:

(a) Short descriptive title of project
(b) Performance dates
(c) Total contract value
(d) Date of award
(e) Contracting Activity (Customer) name with complete mailing address
(f) Customer POC, name, title, mailing address, phone and e-mail address
(g) Any comments (e.g. problems, solutions). The offeror shall provide information on problems encountered on the identified contracts and the offeror's corrective actions

(m) Questions and/or requests for information concerning this solicitation should be submitted in writing via email, no later than 10:00 AM EST on 13 September 2013, to Sandra Floyd, Contract Specialist at sandra.floyd@am.dodea.edu . NO INQUIRIES WILL BE ANSWERED BY PHONE.

(End of Provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a unilateral contract from this solicitation using FAR Part 12 and 15 procedures and the Best Value -Tradeoff approach, to the responsible offeror whose offer will be most advantageous to the Government, price and other factors considered. The Government will not award to an offeror with less than an acceptable rating for any factor or sub factor, somewhat relevant rating for past performance relevancy, or limited confidence rating for past performance confidence. The Government will not pay a price it considers to be disproportionate to the benefits associated with the proposed service. The Government may select for award the offer in which the total proposed cost is not necessarily the lowest, but whose overall proposal is deemed sufficiently more advantageous to the Government so as to justify the payment of a higher cost. Conversely, the Government may select for award the offeror whose total proposed cost is the lowest when other proposals are not sufficiently more advantageous so as to justify the payment of a higher cost. The following shall be used to evaluate offers and are listed in descending order of importance:

1. Technical
2. Past Performance
    a. Relevancy
    b. Confidence
3. Price

Technical and past performance, when combined, are more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012) ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ----------.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ----------.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ballot] is, [ballot] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----------.] Each EDWOSB concern participating in the joint venture
shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(10) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ $1 million or less

___ 51 - 100 ___ $1,000,001 - $2 million

___ 101 - 250 ___ $2,000,001 - $3.5 million

___ 251 - 500 ___ $3,500,001 - $5 million

___ 501 - 750 ___ $5,000,001 - $10 million

___ 751 - 1,000 ___ $10,000,001 - $17 million

___ Over 1,000 ___ Over $17 million

(11) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search Database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( )(has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

(The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

(2) Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:
LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:
Line Item No.:
_____
[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:
Line Item No.: Country of Origin:

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'':

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.: Country of Origin:

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products
Line Item No.: Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability

because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( )(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( )In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

( ) (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ) does ( ) does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

( ) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ) does ( ) does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ) TIN: ----------.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other ----------.

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

( ) Name and TIN of common parent:

Name ----------.
TIN ----------.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the
International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.212-4 ADDENDUM – CONTRACTS TERMS AND CONDITIONS - - COMMERCIAL ITEMS (DEC 2006)

The following paragraphs are amended/incorporated:

(c) Changes. The Government may make administrative changes to this contract unilaterally. Administrative changes include but are not limited to changes in the paying office or changes in accounting and appropriation data.

(g) Invoices.

In accordance with DFARS 252.232-7003, contractors shall submit payment requests electronically through WAWF at https://wawf.eb.mil. Payment requests not submitted through WAWF will be rejected.

The contractor is limited to a maximum of one invoice per calendar month unless otherwise approved in writing by the Contracting Officer. (Note: For vendors new to WAWF, installation instructions and a registration guide are available at: http://www.wawftraining.com.)

Note: Use “2-in-1” invoice for equipment and supplies as well as services

WAWF Customer Support:
Phone: (801)605-7095 or Toll Free at (866)618-5988
Fax: (801)605-7453
E-mail: cscassig@ogden.disa.mil

(p) Limitation of liability.

The Contractor shall provide liability coverage, including bodily injury, general liability, and automobile liability by obtaining policies covering, at the very least, the minimum liability values specified below:
(1) General liability.
(i) Required bodily injury liability insurance coverage written on the comprehensive form of policy must be at least $500,000 per occurrence.
(2) Automobile liability. Required automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
(q) Other compliances, include the following:

1.0 Contractor Employee Security Requirements. The Contractor shall not employ persons under this performance work statement that the Contractor identifies or who are identified to the Contractor by the Contracting Officer as potential threats to the health, safety, security, general well-being of the students, staff or others at the school or district or to the operational mission of the installation. Personnel with current, up-to-date security/criminal background checks, do not need to be re-checked prior to performing work under this contract.

1.1 General.

1.1.1. At least one week prior to initiating work on this contract, the contractor shall provide the COR a complete list of the full name and social security number of any and all employees the contractor intends to use to perform work under this contract at the school/district site. The contractor shall provide the COR an update to this list at least one week prior to any change in employees.

1.1.2. Contractor employees shall adhere to all standards of conduct listed in Technical Exhibit 1. Violation of any standards of conduct may be grounds for the Government to direct the Contractor employee's suspension or removal from work under this contract.

1.1.3. The contractor shall include the following statement in employment advertisements: "Applicants selected will be subject to a security background investigation and must meet and maintain eligibility and suitability requirements."

1.1.4. Contractor Employee Removal

1.1.4.1. At the direction of the Contracting Officer, the contractor is required to immediately remove or reassign any person from work under this contract should it be determined by Government that such a person has violated or is in violation or being investigated for a violation of the Standards of Conduct described in the statement of work or another performance standard or requirement described in this contract; has been disqualified for either suitability or security reasons; who is found to be unfit for the performance of duties; whose continued work under this contract may jeopardize, compromise, or disrupt the safety and security of DoDEA/DDESS facilities, property, information, and operations; who presents an actual or potential threat of any kind to DoDEA/DDESS students, employees, official visitors, or the visiting public; or, whose continued work under this contract is otherwise contrary to the public interest as determined by the Contracting Officer.

1.1.4.2. The Contracting Officer will notify the contractor orally and/or in writing of the need to reassign, remove or of the removal for cause of any person from performance of work under this contract. Oral notification will be confirmed in writing by the Contracting Officer. Reassignments or removals may be effective for a temporary period or permanently, as directed by the Contracting Officer. The Contracting Officer’s determination to permanently remove or reassign a person from work under this contract shall be final.

1.1.4.3. Any costs incurred by the contractor for removal or reassignment of a contractor employee from work under this contract, and any costs incurred in the replacement of an employee including, but not limited to, costs for recruiting, training, certifying, clearing, and otherwise qualifying replacement personnel, travel, or litigation are not reimbursable to the contractor.

1.1.4.4. A determination by DoDEA/DDESS that a person is not suitable to perform work under this contract is not a denial, suspension, or revocation of a previously granted security clearance by another agency nor shall it be interpreted as a direction or recommendation to the contractor regarding the suitability of an affected individual for employment outside the scope of DoDEA/DDESS.

1.2. Criminal Background Checks.

1.2.1. This contract requires unsupervised contact with students and/or unescorted access to school facilities. The contractor shall provide to the COR proof of a proper criminal history background check as outlined in 32 CFR part 86 prior to any employee being granted unsupervised contact with students or unescorted access to school facilities.

1.2.1.1. The actual criminal history background check will be performed by the Government. Background check costs will be billed to DoDEA.

1.2.1.2. The COR shall provide the contractor the procedures for obtaining the checks, including:

1.2.1.2.1 The office where employees report for processing;

1.2.1.2.2. Forms to be completed;

1.2.1.2.3. The Government security point of contact who is the authorized recipient of the background check results; and

1.2.1.2.4. Process for challenging the accuracy and completeness of the reported information.

1.2.1.3. Contractor employees may be permitted to work before completion of background checks, provided the employee is within sight of an individual who has successfully completed a background check.

1.2.1.4. Contractor employees who have previously received a background check must provide proof of the check or obtain a new one.

1.2.1.5. The contractor ensure all employees provide the required information and are made aware of their rights under 32 CFR part 310 including the right to challenge the accuracy of records.

1.2.1.6. Final suitability decisions are made by the DoDEA Director or designee.

1.2.3. If the Contractor receives or discovers information that a Contractor employee has been arrested or charged with a criminal offense that could result in license or certification suspension or revocation, or disqualification/denial of a satisfactory background check review under DoDI 1402.5, the Contractor shall not allow or permit the employee to work at the school/district until the Contracting Officer determines that the return of the Contractor employee to the work site is appropriate. Examples of such offenses include, but are not limited to, offenses of moral turpitude; harm to a child; acts of physical or domestic violence; illegal possession or use of a weapon; reckless and negligent driving; driving under the influence of alcohol or drugs; or possession or use of a controlled substance.

1.3. School ID Badges. The Government will provide an identification badge for each contractor employee. The COR will coordinate with the Contractor for the badges to ensure all employees working at school/district facilities have a badge prior to starting work. Contractor employees shall wear this identification badge in such a manner that ensures the badge is visible to others. The contractor shall ensure all school identification badges are returned to the COR upon employee termination.

2.0 General and Installation Security Requirements

2.1. Installation Passes. The COR will provide the contractor with the appropriate forms to obtain Installation Passes for contractor employees prior to the start of work under this contract. The contractor shall ensure Installation Passes are in the possession of contractor employees at all times while on a military installation. The contractor shall ensure all installation passes are returned to the COR upon contract or employee termination.

2.2. All Contractor vehicles and all Contractor employee vehicles may be required to be registered on the military installation.

2.3. Contractor employees shall not have access to controlled or classified data and facilities. The contractor and its personnel shall hold all information obtained under this contract in the strictest confidence. All information obtained shall be used only for the purpose of performing this contract order and shall not be divulged nor made known in any manner to any person except as necessary to perform this contract. The contractor's employee(s) shall not divulge, sell, or distribute any information at any point in time, even after termination or expiration of this contract.

3.0 Contractor Manpower Reporting Requirements

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Department of Defense Education Activity via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: hnp://www.ecmra.mil/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/.

(End of Addendum)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

X Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance
hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the
Contractor within 30 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

DDESS Area Service Center
Attn: Procurement, Contracting Officer
700 Westpark Dr.
Peachtree City, GA 30269

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR clauses/provisions: https://www.acquisition.gov/far/index.html
DFARS clauses/provisions: www.acq.osd.mil.dp/dars/dfars.html
FAR & DFARS clauses/provisions: http://farsite.hill.af.mil

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses/provisions: https://www.acquisition.gov/far/index.html
DFARS clauses/provisions: www.acq.osd.mil.dp/dars/dfars.htm l
FAR & DFARS clauses/provisions: http://farsite.hill.af.mil

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of"(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.209-799X - Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law Fiscal Year 2013 Appropriations.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2013 APPROPRIATIONS (DEVIATION 2013-000XX) (DATE)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is 0 is not 0 a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010 Levies on Contract Payments (DEC 2006)
252.237-7019 Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENT --BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2012) ALTERNATE II (NOV 2012)

(a) Definitions. ``Bahrainian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``foreign end product," ``Moroccan end product," ``Panamanian end product," ``Peruvian end product," ``qualifying country end product," ``South Caucasus/Central and South Asian (SC/CASA) state, ``South Caucasus/Central
and South Asian (SC/CASA) state end product" and ``United States," as used in this provision, have the meanings given in the Buy American--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions
of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin. (1) For all line items subject to the Buy American--Free Trade Agreements--Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph

(c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(Line Item Number)----------

(Country of Origin)----------

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products or Peruvian end products:

(Line Item Number)----------

(Country of Origin)----------

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of ``domestic end product":

(Line Item Number)----------

(Country of Origin (If known))----------

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--
Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization. Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the ``Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-In-1 Invoice

2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

See body of solicitation/contract

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC

Issue By DoDAAC	HEVAS6
Admin DoDAAC	HEVAS6
Inspect By DoDAAC	N/A
Ship To Code	*
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	*
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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*Codes will be included at time of award.

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

5) WAWF email notifications. The Contractor shall enter the email address identified below in the ``Send Additional Email Notifications'' field of WAWF once a document is submitted in the system.

Provided at time of award

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

PERFORMANCE WORK STATEMENT

Vision Therapy Services – Camp LeJeune Dependents Schools (Grades PK – 12)

1.0 PURPOSE: The Department of Defense Education Activity (DoDEA) requires Vision Impaired (VI) and Orientation & Mobility (O & M) non-personal services at the Camp Lejeune Dependents Schools for the period of performance beginning 17 September 2013 – 31 July 204 to include VI services during the Extended School Year (ESY) 2014 program with two additional Option Years. These services will be in support of the Special Education Program for the schools located at Camp LeJeune in South Carolina at grade levels PK – 8. Services shall be provided in sessions where one session is equal to one hour.

2.0 BACKGROUND: VI services are one of the services mandated for provision of special education services to DoDEA students with disabilities and their families under the DoD Instruction 1342.12 entitled, "Provision of Early Intervention and Special Education Services to Eligible DoD Dependents," April 11,2005.

The Case Study Committee (CSC) is responsible for determining if a student requires VI services in accordance with the Individualized Education Program (IEP) goals. An IEP is the document written by the CSC that establishes the goals and services that must be provided to a student with a disability in order to provide a Free Appropriate Public Education (FAPE).

2.1 Acronyms

COR	Contracting Officers Representative
CSC	Case Study Committee
DoDEA	Department of Defense Education Activity
ESY	Extended School Year
FAPE	Free Appropriate Public Education
FVA	Functional Vision Assessments
IEP	Individualized Education Program
O&M	Orientation & Mobility
SY	School Year
TVI	Teacher of the Visually Impaired
VI	Vision Impaired

3.0 TECHNICAL QUALIFICATIONS: The Contractor shall provide a teacher(s) that:

3.1 Have a current state license from one of the fifty United States for a Teacher of the Visually Impaired (TVI).

3.2 Have a minimum of one year experience working with children ages 3-18 with vision impairments in school settings.

3.3 Have experience with completion of Functional Vision Assessments (FVAs).

3.4 Have experience with development and implementation of Individualized Education Programs (IEPs) in a variety of settings including school settings.

3.5 Be proficient in English.

3.6 Possess basic computer skills.

3.7 Be able to work the scheduled school year calendar covered by the performance period (See paragraph 1.0).

3.8 Be able to provide all direct and consultation services on-site.

4.0 REQUIREMENT: The contractor shall provide Vision Impaired Services to include Orientation and Mobility services per the school calendar in accordance with classroom schedules at the Camp Lejeune Dependents Schools as directed by the Contracting Officers Representative (COR).

4.1 General.

4.1.1 Generally, services shall be provided during the regular school year. The regular school year hours are:

Camp Lejeune Dependents Schools – Grades PK – 4th between 0830 and 1440 excluding lunch, on days when classes are in session
Camp Lejeune Dependents Schools – Grades 6-8 between 0730 and 1420 excluding lunch, on days when classes are in session
Camp Lejeune Dependents Schools – Grades 9-12 between 0750 and 1435excluding lunch, on days when classes are in session

If required, the Extended School Year (ESY regular school hours are 0800 to 1200 on days when classes are in session plus one work day 0800 to 1530 hours)

4.1.2. Vendor must be able to adjust their schedule on a daily basis to address the scheduling needs of students. These adjustments could entail rotation of days in the week and/or fluctuation of AM and PM hours. Vendor must be able to coordinate flexible scheduling with the SPED Team to address student needs.

4.1.3. Current district school calendars can be found at: http://www.am.dodea.edu/lejeune/del/Documents/13-14%20CLDS%20Parent%20Calendar.pdf

4.2. Task. The services will include but are not limited to:

4.2.1 Provide direct or consultative services in accordance with IEPs including: (1) facilitating for school personnel, peers, and parents an understanding of the unique educational needs and learning characteristics; (2) interpreting the students' specific visual condition and the educational implications of the visual condition; (3) acquiring information regarding local, state, and national resources; (4) coordinating programs and services for the student(s) who is visually impaired.

4.2.2. Provide direct Orientation and Mobility instruction to include:
4.2.2.1. Sensory training – development of the senses of hearing, touch, etc.
4.2.2.2. Development of spatial and environmental concepts – building an understanding of the layout of the environment in which the individual travels.
4.2.2.3. Instruction in self-protection techniques
4.2.2.4. Assessment and training of an individual's functional travel vision if required.
4.2.2.5. Instruction in the use of sighted guide technique.
4.2.2.6. Instruction in the use of a white cane for independent travel if required
4.2.2.7. Familiarization to specific areas or routes in the individual's environment

4.2.3. Assess of students using appropriate instrument of measurement

4.2.4. Request and follow-up of appropriate materials, technology, and equipment to ensure such is obtained to address the needs of each student including the responsibility for selecting and coordinating requests to purchase large-type or Braille books, assistive technology and supplemental materials.

4.2.5. Request needed resources that will help to address the needs for each student

4.2.6. Maintain up-to-date and accurate documentation of progress quarterly for each student to be submitted to the COR.

4.2.7. Develop and revise IEPs in accordance with DODEA policies and procedures and coordinate with district CSC but not to act as sole case manager for any student.

4.2.8. Attend IEP and/or Eligibility meetings upon request

4.2.9. Confer with parents/guardians, medical personnel, teachers and other school personnel as necessary

4.2.10. Work related commute, to and from services site(s).

4.2.11. Adhere to pertinent laws, regulations, and policies as they relate to the assignment.

4.2.11. Maintain confidential special education records to ensure compliance with the Privacy Act 10 U.S.C. 2164 and 20 U.S.C. 921-932 authorizing DoD Directive 1342.20, "DoD Education
Activity (1992), authoring DoD Education Activity Administrative Instruction 6600.1
(2004) and DoDEA 2500.13-G September 2005. Reference:
http://www.dodea.edu/offices/cspo/legislation.cfm?sid=4
http://www.dodea.edu/foia/iod/pdf/1342_20.pdf
http://www.dodea.edu/foia/iod/pdf/6600_1.pdf
http://www.dodea.edu/foia/iod/pdf/SPEDproceduralGuide.pdf

4.2.12. Utilize the DoDEA Aspen computer database programs to generate required paperwork, as appropriate.

4.2.13. Participate in school wide screenings. Screenings may include observations, informal assessments and administration of criterion referenced assessments. Screening results will be shared as appropriate with specific students' teachers and or Student Support Teams, CSCs and parents. Results of screenings will be provided in written format.

5.0. PERSONNEL REQUIREMENTS.

5.1 Standards of Conduct. Contractor personnel performing under this requirement shall comply with the Standards of Conduct listed in Technical Exhibit 1. The contractor agrees that inappropriate conduct shall not be tolerated and may be grounds for suspension or dismissal of a contractor employee from performance under this contract.

5.2 Security. The contractor shall comply with the security requirements as stated in the Addendum to 52.212-4.

6.0 GOVERNMENT SUPPLIED MATERIALS AND SERVICES: The Government will provide:

6.1 Training on the DoDEA Aspen Systems.

6.2 Training on AT Level I Awareness Training, Privacy Act Information and Personally Identifiable Information, Information Assurance Awareness Training.

6.3 Assessment tools and protocol as required to comply with completion of assessments as deemed appropriate by the Case Study Committee.

6.4 A personal work station with computer access.

6.5 Access to printer and copier for completion of work tasks related to assessment, report writing, preparation for meetings and service delivery to students in accordance with the IEPs.

TECHNICAL EXHIBIT 1

STANDARDS OF CONDUCT

1. Definitions

1.1. Sexual Abuse: Any act of sexual nature committed with the intent to arouse, appeal to or gratify the lust, passions or sexual desire of the employee/volunteer and/or student, including but not limited to criminal sexual conduct as defined by state of Federal law. Such acts include, but are not limited to rape; carnal knowledge; sexual assault or battery; indecent exposure indecent acts with another; or producing, viewing or trafficking in child pornography.

1.2. Sexual Harassment: Any acts, criminal in nature or otherwise, used to influence or threaten the rights or privileges of a student in exchange for sexual favors, and/or deliberate and /or repeated comments or gestures of a sexual nature.

1.3. Inappropriate Conduct: Any behavior of the Contractor toward a student that would reasonable cause the student to feel uncomfortable or that would reasonable give the appearance of impropriety, regardless of whether such behavior is complained of by the student, regardless of whether the behavior is overtly sexual, and/or regardless of whether such behavior would constitute a crime.

2. Contractor personnel shall:

2.1. Limit physical contact with students to those actions necessary for the safety and consultation of the students, to break up fights, or to to administer first aid (if applicable).

2.2. Be properly attired and present a neat and clean appearance.

2.3. Communicate to a school administrator, as soon as possible, any observation of or student/parent complaint alleging sexual abuse, sexual harassment, or inappropriate conduct.

3. The contractor personnel shall NOT:

3.1. Use verbal assault, foul language, personal or racial insults, physical contact, and/or threats of physical violence to obtain a student’s name or to enforce discipline during the performance of contracted services.

3.2. Engage in any conduct of a sexual nature (verbal or physical) with students. The Contracting Officer may bar a contractor employee from providing service under this contract if the contractor employee solicits, coerces, or engages or attempts to engage in any sexual conduct to include sexual abuse, sexual harassment and/or inappropriate conduct with a student. The Contracting Officer may take this action regardless of the student’s age, regardless of whether the student may have consented, and/or whether the conduct may be a crime under state of Federal law. Be under the influence of intoxicants, drugs or medications that impair the sense during the performance of contracted services.

3.3. Not use tobacco while performing contracted services. This includes in and around school grounds, and on the installation. This further includes conduct that would results in the presence/scent of residual smoke at the time of contracted services.

3.4. Not give or sell beverages, food, tobacco products, or merchandise to students.

TECHNICAL EXHIBIT 2

CHILD ABUSE AND NEGLECT REPORTING REQUIREMENTS

1. REFERENCES.
1.1 42 United States Code, Section 13031
1.2 Department of Defense Directive 6400.1, Family Advocacy Program, August 23, 2004
1.3 Department of Defense Education Activity Regulation 2050.9, DoDEA Family Advocacy Program Process and Procedures for Reporting Incidents of Suspected Child Abuse, January 27, 1998
2. REQUIREMENTS. Personnel performing work under this contract in a professional capacity who are performing duties described in 42 United States Code, Section 13031, must immediately report suspected incidents of child abuse and/or child neglect. All suspected incidents of child abuse must be reported to the COR, the principal of the school at which the child is enrolled, and the local Family Advocacy Program Officer (FAP). Reporting shall also comply with the requirements of the military service regulations applicable to the local installation at which services under this contract are being provided.